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EXAMINER

BOVEJA, NAMRATA

ART UNIT	PAPER NUMBER
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3622

DATE MAILED: 04/18/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/972,191

Applicant(s)

MAIN ET AL.

Examiner

Namrata Boveja

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 25 January 2006.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-32 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 09 October 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date <u>10/9/01 & 1/25/06</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This office action is in response to communication filed on 01/25/2006.
2. Claims 1-32 are presented for examination.

Objections

3. Applicant's amendments to the specification are unclear and have not been entered. For example the appropriate headings are ***Background of the Invention*** and the ***Summary of the Invention*** per MPEP § 608.01(c) and § 608.01(d). Therefore, the Applicant's request to change the word invention to a non-limiting exemplary embodiment has not been considered, since this is unclear and is not consistent with MPEP § 608.01(c) and § 608.01(d).
4. Applicant uses the terms ***credit available***, ***credit already available***, and ***credit currently available*** in claims 1, 7, 13, 16, 19, 22, 27, and 30. It is unclear what is the difference between these terms. Applicant is advised that should claims 1, 7, and 13 be found allowable, claims 16, 19, 22, 27, and 30 will be objected to under 37 CFR 1.75 as being a substantial duplicate thereof. When two claims in an application are duplicates or else are so close in content that they both cover the same thing, despite a slight difference in wording, it is proper after allowing one claim to object to the other as being a substantial duplicate of the allowed claim. See MPEP § 706.03(k).

Claim Rejections - 35 USC § 112

The second paragraph of 35 U.S.C. 112 is directed to requirements for the claims:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

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There are two separate requirements set forth in this paragraph:

(A) the claims must set forth the subject matter that applicants regard as their invention; and

(B) the claims must particularly point out and distinctly define the metes and bounds of the subject matter that will be protected by the patent grant.

5. Claims 1 and 7 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 1 and 7 recite calculating an amount of credit based on a cost of the ordered item and displaying the amount of credit already available to the user for its marketing activities. This is indefinite because there are two different credits that are being recited in this claim. Clarification is required.

6. Claims 1 and 7 are rejected under 35 U.S.C. 112 due to a lack of antecedent basis. Specifically, claims 1 and 7 recite "credit already available." There is insufficient antecedent basis for this limitation in the claim, since the "credit already available" was not previously recited.

7. Claim 27 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 27 recites calculating an amount of credit based on a cost of the ordered item and displaying the amount of credit currently available to the user for its marketing activities. This is indefinite because there are two different credits that are being recited in this claim. Clarification is required.

8. Claim 27 is rejected under 35 U.S.C. 112 due to a lack of antecedent basis. Specifically, claims 1 and 7 recite "credit currently available." There is

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insufficient antecedent basis for this limitation in the claim, since the "credit currently available" was not previously recited.

9. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1 and 7 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Specifically, the claim introduces the term "credit already available," and this constitutes new matter, as this claim limitation is not supported by the specification.

10. Claim 16 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Specifically, the claim introduces the term "first credit," and this constitutes new matter, as this claim limitation is not supported by the specification.

11. Claims 25 and 26 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter, which was not described in the specification in such a way as to

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reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Specifically, the claim recites receiving a user input of a particular time period and determining an amount of credit based on the particular time period received via the user input, and this constitutes new matter, as this claim limitation is not supported by the specification.

12. Claims 25 and 26 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter that was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claims 25 and 26 teach receiving a user input of a particular time period and determining an amount of credit based on the particular time period received via the user input. The claim does not enable one skilled in the art to receive a user input of a particular time period and to determine an amount of credit based on the particular time period received via the user input, since this is not communicated in the specification.

13. Claim 27 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Specifically, the claim introduces the term "credit currently available," and this

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constitutes new matter, as this claim limitation is not supported by the specification.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35

U.S.C. 102 that form the basis for the rejections under this section made in this

Office action:

A person shall be entitled to a patent unless —(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

14. Claims 1-4, 7-10, and 27, are rejected under 102(a) as being anticipated by Acer America's "Channel Forum" website (<http://www.acer.com/aac/channel>) (from dates 11/08/1999 and 03/09/2000 captured by the Wayback Machine Internet Archives).

In reference to claims 1, 7, and 27, the Acer America's "Channel Forum" website (see the first set of NPL documents) discloses a program storage device and a *computer-implemented* method of implementing a marketing program for items being sold by a user, the method comprising: generating an internet web page using a computer system, the web page being accessible by the user . (<http://www.acer.com/aac/channel> is a webpage that is accessible by the user); determining a cost of an item ordered by the user (done by Acer Authorized Distributors who supply Point of Sales reports of reseller net purchases and returns by the 10th of each month from the distributors to determine *co-op* accruals for system and product sales to the resellers who maintain \$50,000 (Acer Premier) or \$250,000 per quarter (Acer Diamond) (Page 3); calculating an

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amount of credit based on the cost of the item ordered by the user (this is done by Acer after the distributors submit information monthly regarding Point of Sales information for the resellers to give Acer Diamond resellers 2.0% credit of net purchases for Desktops & Notebooks for example); the amount of credit being for use by the user to defray costs associated with marketing the items being sold by the user (Acer authorizes these funds to "be used toward activities that have the goal of increasing business of Acer products," and a description of the activities is provided on Page 4, and they also provide a marketing collateral order form where resellers can buy corporate materials such as brochures, posters, and CD's to help market the products provided on Page 8); and *receiving a request from the user to display, via the web page, the amount of credit already or currently (i.e. already and currently are interpreted to mean the same thing, since if the credit is already available it is also currently available) available for use by the user for its marketing activities (accrual rates that are posted on the Acer website show the amount of credit the user already or currently has available based on a percentage of net purchases the user has already made as seen on Page 3).*

15. In reference to claims 2 and 8, the Acer co-op marketing program teaches the method wherein marketing activities comprise at least one of merchandising (*i.e. product displays*) (*Acer features a demo unit purchase program that gives a discount for the purchase of a computer that will be used as a product display on Pages 15-16*), advertising, or promotions (there are lots of different types of

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activities that are explained in the Acer co-op marketing program including advertisements and promotions on Page 4).

16. In reference to claims 3 and 9, the Acer America's "Channel Forum" website's Acer co-op marketing program pages teach the method of further comprising establishing an online link on the web page, wherein selection of the online link initiates another web page that displays at least one of the following (when you click on the link for Co-op program requirements and guidelines from the Overview Page on Page 1, it takes you to the Acer Advantage Reseller Program Co-op Marketing Fund Guidelines Page on Page 2): a cost of each item ordered by the user, an accrual rate used to determine an amount of credit for each item ordered by the user (this is shown on Page 3, which is one of the pages that's shown at the Acer Advantage Reseller Program Co-op Marketing Fund Guidelines Page), an amount of credit already approved for use by the user (100% will be reimbursed up to the point of the accrued co-op funds for approved activities as listed on Page 4, which is one of the pages that's shown at the Acer Advantage Reseller Program Co-op Marketing Fund Guidelines Page), and pending requests for expenditures from the user.

17. In reference to claims 4 and 10, the Acer America's "Channel Forum" website teaches the method of further comprising determining bonus credit earned by the user by performing tasks (Acer rewards bonus points and a CyberScratchers, a digital version of the popular scratcher cards for performing the task of reading an article about a product and completing a quiz about that product for the reseller as seen on Pages 10-11, and CyberScratchers also

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contain points that are added to the resellers totals (not stated explicitly, but this is the description of this particular rewards program), and Acer offers points when resellers first enroll as seen on Page 9, the bonus credit being used by the user to defray costs of its marketing activities (these points earned can be used to bid for promotional and Acer products from the online Auction catalog (not stated explicitly, but this is part of the description of this particular rewards program, and there is a screen showing how the user can log on to access the auction center or to find out how to earn Cyberscratchers on Page 12).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

18. Claims 5-6, 11-26, and 28-32 are rejected under U.S.C. 103(a) as being unpatentable over Acer America's "Channel Forum" website

(<http://www.acer.com/aac/channel>) (from dates 11/08/1999 and 03/09/2000

captured by the Wayback Machine Internet Archives) in view of Official Notice.

19. In reference to claims 13, 16, and 30, the Acer America's "Channel Forum" website (see the first set of NPL documents) teaches *a program storage device and a computer-implemented method of marketing comprising: determining a cost of at least one item ordered by a user (done by Acer Authorized Distributors who supply Point of Sales reports of reseller net*

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purchases and returns by the 10th of each month from the distributors to determine co-pop accruals for system and product sales to the resellers who maintain \$50,000 (Acer Premier) or \$250,000 per quarter (Acer Diamond) Page 3); calculating an amount of credit *or first credit* for use by the user to defray costs of its marketing activities (Acer authorizes these funds to “be used toward activities that have the goal of increasing business of Acer products,” and a description of the activities is provided on Page 4, and they also provide a marketing collateral order form where resellers can buy corporate materials such as brochures, posters, and CD’s to help market the products provided on Page 8), the amount of credit being based on a cost of the ordered item (this is done by Acer after the distributors submit information monthly regarding Point of Sales information for the resellers to give Acer Diamond resellers 2.0% credit of net purchases for Desktops & Notebooks for example), determining an amount of bonus credit also for use by the user to defray costs of its marketing activities, the bonus credit being earned by the user if the user has advertised, promoted a certain item, or merchandised (*i.e. product display*) (*i.e. Acer resellers receive a bonus credit of 20% off the estimated street price for Altos systems that will be used by the reseller as a demo system per Pages 14-15*).

The Acer America’s “Channel Forum” website teaches calculating a total amount of credit by adding the amount of credit based on the cost of the ordered item (this total is inherently calculated by Acer and the statements are sent via mail to the resellers directly on a quarterly basis as shown on Page 3 and by the equation of net sales = purchases minus returns). The Acer America’s “Channel

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Forum” website does not specifically teach adding the total amount of credit based on the cost of the ordered item or the first credit to the total bonus credit and providing this data to a computer system to generate a web page using this data, the web page displaying at least the total amount of credit available to the user for its marketing activities.

Official Notice is taken that it is well known to report combined totals for resellers to enable the reseller to know how much the reseller received back in rebates cumulatively including any bonuses, and presenting this information to a computer for display on a website. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide this cumulative total information on a website, since Acer America’s “Channel Forum” website teaches providing data relating to the total amount of credit available to the user based on the cost of the ordered item or the first credit for its marketing activities (Acer sends out statements quarterly to each reseller directly using the Acer Diamond and Acer Premier accrual rates as indicated on Page 3) and combining this information with the total amount of rebates received for the demo system program to show a cumulative total for the rebates earned by the reseller would enable the reseller to track a total amount of rebates earned from that manufacturer. Furthermore, it would have been obvious to present this information to a computer for display on a website, since Acer America’s “Channel Forum” website is already a reseller website, and posting this information on the website would enable resellers to receive the statements faster than having the statements mailed to them. Furthermore, it would save

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Acer *mailing* costs. Additionally, it has been held that broadly providing a mechanical or automatic means (web based access to amount of credit information) to replace manual activity (mailed statements containing amount of credit information in hardcopy format), which accomplishes the same result (delivers amount of credit information) involves only routine skill in the art. *In re Venner*, 120 USPQ 192.

20. In reference to claims 19 and 22, the Acer America's "Channel Forum" website (see the first set of NPL documents) teaches a method of marketing comprising: determining an amount of credit to be awarded to a user to defray costs of its marketing activities (this is done by Acer after the distributors submit information monthly regarding Point of Sales information for the resellers to give Acer Diamond resellers 2.0% credit of net purchases for Desktops & Notebooks for example, Acer authorizes these funds to "be used toward activities that have the goal of increasing business of Acer products," a description of the activities is provided on Page 4, and Acer also provides marketing collateral order forms using which resellers can buy corporate materials such as brochures, posters, and CD's to help market the products as provided on Page 8), determining whether the user is entitled to the credit by determining whether the user has advertised, merchandised (*i.e. the user has to submit the invoices for a demo system in order to be reimbursed as seen on Pages 15 and 16*), or promoted a certain item (this is done by Acer prior to *reimbursing the resellers* by requiring that the resellers submit a claim form, invoices, rate cards, samples, prior approvals, and other documentation as seen on Pages 3-5 and 14 *to make sure*

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that these activities including advertising, merchandising, and promotions were indeed completed and that they were done to help increase the business of Acer products only); providing data relating to the total amount of credit to a computer system (this is also done inherently on Page 3, since the data of net sales = purchases minus returns is what is calculated and printed on the statements for the resellers is done by using the point of sales data sent by the Acer Authorized Distributors to some computing device that generates these reports for mailing). The Acer America's "Channel Forum" website also teaches generating a web page using the data provided to the computer system (Page 3 is on a website and includes data that illustrates the credit that is awarded based on products sold. The Acer America's "Channel Forum" website also teaches providing data relating to the total amount of credit available to the user for its marketing activities *based on the cost of the ordered item* (Acer sends out statements quarterly to each reseller directly using the Acer Diamond and Acer Premier accrual rates as indicated on Page 3). The Acer America's "Channel Forum" website does not teach displaying this total amount of credit available to the user for its marketing activities.

Official notice is taken that it is well known to display total amounts of credit on a website as done by GE Consumer & Industrial for their distributors to show what is their cumulative rebates on a monthly basis. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide this total amount of credit information on a website, since Acer already has a reseller website, and posting this information on the website would enable

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resellers to receive the statements faster than having the statements mailed to them. Furthermore, it would save Acer *mailing* costs. Additionally, it has been held that broadly providing a mechanical or automatic means (web based access to amount of credit information) to replace a manual activity (mailed statements containing amount of credit information in hardcopy format), which accomplishes the same result (delivers amount of credit information), involves only routine skill in the art. *In re Venner*, 120 USPQ 192.

21. *In reference to claims 5-6, 11-12, 14-15, 17-18, 20-21, 23-24, 28-29, and 31-32, the Acer America's "Channel Forum" website teaches advertising a certain item during a predetermined time period (i.e. as indicated on the AcerFund prior approval form by the fields for activity start and end date, products to be featured, and the objective on Page 14). Acer America's "Channel Forum" website also teaches the user earning a bonus credit (i.e. Acer resellers receive a bonus credit of 20% off the estimated street price for Altos systems that will be used by the reseller as a demo system per Pages 14-15). Acer America's "Channel Forum" website does not teach the method wherein the tasks performed by the user to earn bonus credit comprise advertising a certain item during a predetermined time period for at least a predetermined price.*

Official Notice taken that it is well known for manufacturers to award bonuses to distributors for advertising a certain item during a predetermined time period for a predetermined price. For example, GE Consumer & Industrial has in the past offered their electrical distributors an extra percent rebate in marketing dollars, a discount off the purchase price of the products, and an opportunity to

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return unsold products after 3 months for bringing in a new product line of GE residential products into stock during a specific amount of time. Furthermore, GE has provided the same pricing across the board in a sales territory for the new products to maintain price points and margins. Also, cell phone service providers can provide extra manpower at a booth at stores such as Radio Shack as a bonus for the retailer to help enhance their cell phone sales at that retailer. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide a bonus credit to Acer's resellers to encourage them to buy more new products and to help the resellers sell more products.

22. *In reference to claims 25 and 26, Acer America's "Channel Forum" website teaches determining the amount of credit already available. The Acer America's "Channel Forum" website does not teach determining this credit amount based on the particular time period received via the user input.*

Official Notice is taken that it is well known for a user to specify and input time periods for viewing sales and marketing reports. For example, GE Consumer & Industrial uses Business Objects software to develop reports by each distributor that show their monthly sales. The user can input which month's report the user would like the software to generate and present to the user. It would have been obvious to one having ordinary skill in the art at the time the invention was made to enable a user to input a time period for determining credit amount based on the time period in order to enable the user to view the credit from the manufacturer on a monthly basis.

Response to Arguments

23. After careful review of Applicant's remarks/arguments filed on 01/25/2006, the Applicant's arguments with respect to claims 1-32 have been fully considered but are moot in view of the new ground(s) of rejection. Amendments to the claims have been entered and considered.

24. The previously made technological arts rejection under 35 USC § 101 has been removed in view of the precedential decision taken in Ex parte Lundgren.

25. In reference to claims 1 and 7, Applicant argues that the Channel Forum website fails to disclose a webpage displaying the amount of credit already available to the user for its marketing activities. The Examiner respectfully disagrees and would like to point the Applicant to Page 3 that illustrates accrual rates which are posted on the Acer website show the amount of credit the user already or currently (i.e. already and currently are interpreted to mean the same thing, since if the credit is already available it is also currently available) available for use by the user for its marketing activities has available based on a percentage of net purchases the user has already made.

Applicant further argues that the Channel Forum website stating that "statements are mailed quarterly" teaches away from the invention. The Examiner again respectfully disagrees with the Applicant. Just because the Channel Forum reference suggests mailing out the statements as a preferred way to send this information to the user does not mean that the reference falls apart if the statements are not mailed. Specifically, information regarding accrual

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rates may or may not be mailed but is definitely presented on the Channel Forum website on Page 3.

26. In reference to claims 5, 11, 14, 17, 20, and 23, the Applicant argues that the Channel Forum website does not have anything do with the user advertising a certain item during a predetermined period. The Examiner respectfully disagrees and would like to point the Applicant to Page 14 where it is indicated on the AcerFund prior approval form by the fields for activity start and end date, products to be featured, and the objective that the Channel Forum website does indeed have to do with advertising a certain item during a predetermined period.

27. In reference to claims 6, 12, 15, 18, 21, and 24, the Applicant argues that the Channel Forum website does not teach tasks performed by the user to earn bonus credit comprising advertising a certain item for at least a predetermined price. The Examiner would like to point to Pages 15 and 16 that illustrate that the user receives a bonus credit, i.e. a 20% rebate, on the purchase of a demo system. The Channel Forum website does not however mention earning this bonus credit comprising advertising a certain item for at least a predetermined price, and this limitation has been addressed above in the Office Action as being well known.

28. In reference to claims 13 and 16, the Applicant argues that the Channel Forum website fails to teach or suggest determining an amount of bonus credit to defray marketing activities costs. The Examiner respectfully disagrees and would like to point the Applicant to Pages 15 and 16 that illustrate that the user

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receives a bonus credit, i.e. a 20% rebate, on the purchase of a demo system and thereby defrays the marketing costs.

29. Applicant also clarifies the definition of the term merchandising (i.e. displays, in-store signs, posters and banners), and the Examiner would like to point the Applicant to Pages 15 and 16 that illustrate that the user receives a bonus credit, i.e. a 20% rebate, on the purchase of a demo system (i.e. that is and thereby defrays the marketing costs) which is also an amount of bonus credit earned though merchandising. Furthermore, Page 3 exhibits the amount of non-bonus credit, which is earned by the user based on the cost of an ordered item.

30. In reference to claims 19 and 22, the Applicant argues that the Channel Forum website fails to teach determining whether a user is entitled to credit by determining whether a user has advertised, merchandised, or promoted an item. The Examiner respectfully disagrees with the Applicant and would like to point the Applicant to Pages 3-5 that show that the user is only reimbursed after it is determined that the user has spent the money on marketing related activities geared towards promoting Acer products. Furthermore, the Channel Forum website teaches determining whether the user has merchandised an item as well on Pages 15 and 16, since the user has to submit an invoice in order to receive bonus reimbursement dollars from the manufacturer.

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31. Applicant's concerns regarding the rejection of dependent claims under 35 U.S.C. § 103 when the base independent claims were rejected under 35 U.S.C. § 102 has been addressed by correcting this typographical error in this Office Action.

32. Applicants additional remarks are addressed to new limitations in the claims and have been addressed in the rejection necessitated by the amendments.

Conclusion

33. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Namrata (Pinky) Boveja whose telephone number is 571-272-8105. The examiner can normally be reached on Mon-Fri, 8:30 am to 5:00 pm.

If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, Eric Stamber can be reached on 571-272-6724. The **FAX number** for the organization where this application or proceeding is assigned is **571-273-8300**.


Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair->

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direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 1866-217-9197 (toll-free).

NB

April 6th, 2006


RETTA YEHDEGA
PRIMARY EXAMINER